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ANN FLEMER
Deputy Executive Director

METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

November 16, 2010

REQUEST FOR PROPOSALS
Interstate 880 Integrated Corridor Management (I-880 ICM)
Systems Engineering Management Plan

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) – in cooperation with the Alameda County Transportation Commission/Alameda County Congestion Management Agency (ACTC/ACCMA), the Santa Clara Valley Transportation Authority (VTA), and the California Department of Transportation District 4 (Caltrans D4) – invites your firm to submit a proposal to prepare a systems engineering management plan for the deployment of Integrated Corridor Management (ICM) strategies along the I-880 Corridor in the San Francisco Bay Area.

This letter, together with its enclosures, comprises the complete Request for Proposals (RFP) for this project. Responses to the RFP should be submitted according to the instructions outlined herein.

PROPOSAL DUE DATE

Interested firms must submit one (1) unbound original, six (6) double-sided hard copies, and one (1) PDF soft copy of their proposal by **4:00 p.m., Tuesday, December 7, 2010.**

Proposals received after that date and time will not be considered. A submitted proposal shall be considered a firm offer to provide the services described for a period of ninety (90) days from the date of submittal.

MTC SAFE POINT OF CONTACT

Proposals and all inquiries relating to this RFP should be submitted to the Project Manager at the address shown below. For telephone inquiries, call 510.817.5719 or e-mail rvictor@mtc.ca.gov.

Radiah Victor
I-880 ICM Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

BACKGROUND

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate a motorist aid call box system and the Freeway Service Patrol program which deploys roving tow trucks on freeways in the nine San Francisco Bay Area counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. Since its establishment, MTC SAFE has broadened its program to include additional Motorist Aid activities such as 511 Multi-modal Traveler Information System, the Bay Area Video Upgrade Project, and several other incident and system management projects and programs.

The goal of the I-880 ICM project is to relieve congestion and improve mobility, accessibility and safety by identifying how existing and planned Intelligent Transportation Systems (ITS) and operations can be better coordinated and integrated across networks and jurisdictional boundaries. Leveraged on existing and/or new ITS elements in the I-880 Corridor, the ICM strategies identified in this effort will serve to encourage mode and route shifts among the traveling public, improving corridor efficiency by balancing demand and capacity across the entire system comprised of freeway, arterial and transit facilities.

In 2006, I-880 was selected by the U.S. Department of Transportation (U.S. DOT) as one of eight pioneer sites in the country to participate in the federal ICM Initiative. Participation in the initial phase of this federal initiative resulted in the development of the I-880 ICM Concept of Operation[s] and System Requirements documents in March 2008. Following this effort, in 2009 the “Central Alameda County Local Alternative Transportation Improvement Program”, led by the ACCMA/ACTC, ranked ICM as a top tier investment strategy for the segment of the I-880 freeway between Davis Street and Whipple Road. More recently, Caltrans also identified ICM as a recommended investment strategy within the “Corridor System Management Plan” developed for the I-880 Corridor. Given these various agency-led efforts, the intended outcome of this project is to coordinate existing efforts and identify strategies that will result in a comprehensive corridor-wide systems engineering management plan, and other identified documents, in preparation for deployment of ICM strategies. Detailed project design and construction will follow in future phases.

I-880 is a long, densely populated, multi-modal, and regionally significant corridor. The boundaries for this project – and thus, the definition of the I-880 Corridor – extend north-south along the I-880 freeway from the city of Oakland to the city of San Jose, and extend east-west around the freeway. Due to existing stakeholder studies, planning efforts and funding limitations, the Corridor is segregated into four north-south geographical segments. These segments and their boundaries are as follows:

- Northern Alameda Segment – I-880/I-80/I-580 to I-880/Davis St.
- Central Alameda Segment – I-880/Davis St. to I-880/Whipple Rd.
- Southern Alameda Segment – I-880/Whipple Rd. to I-880/Dixon Landing
- Santa Clara Segment – I-880/Dixon Landing to I-880/I-280

SCOPE OF WORK, SCHEDULE, AND BUDGET

A detailed Scope of Work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP. The selected consultant (the Consultant) shall review the I-880 ICM Concept of Operation[s] and the I-880 ICM System Requirements documents submitted to the U.S. DOT in 2008, and develop a corridor-wide and segment-centric systems engineering management plan and other required documents. Based upon existing corridor reports, plans, studies, and other resources, the Consultant will conduct an analysis of current corridor conditions, assist with the identification of ICM strategies, and prepare a Systems Engineering Management Plan (SEMP), including a revised corridor Concept of Operations (ConOps), and other required reports and documents.

The selection of the Consultant to perform work under this RFP will depend on the proposed team's qualifications, the proposed work plan, the team's communication skills, and its proposed cost for completing the required work. See *Section IV* for more details.

The contract resulting from this RFP is expected to commence on or after January 14, 2011 and continue through June 30, 2012. At MTC SAFE's sole discretion this contract may be extended for two additional one-year terms. The maximum budget for this RFP is seven hundred thousand dollars (\$700,000), which includes a one hundred thousand dollar (\$100,000) Task Order budget.

PROPOSERS' CONFERENCE

A proposers' conference will be held on **Tuesday, November 23, 2010, at 2:00 p.m.** in the Joseph P. Bort MetroCenter, 101 8th Street in Oakland, in **Conference Room 171**.

NOTICE OF ADDENDA AND REQUESTS FOR EXCEPTION

Any addenda will be posted as PDF files onto the MTC Contracts and Procurements webpage (<http://mtc.ca.gov/jobs/contracts/>), directly under the link for this RFP. All proposers are responsible for checking this webpage for addenda. Any requests for clarification of or exception to RFP requirements must be received by the Project Manager no later than 4:00 p.m. on Tuesday, November 30, 2010 to guarantee a response or consideration.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of Department of Transportation (DOT) grant funds through Caltrans to impose the following Disadvantaged Business Enterprise (DBE) utilization requirements on its consultants and contractors. CONSULTANT'S DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC SAFE has established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of **9%** for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices C-3, C-4, and C-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending

receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Section V.G* of the RFP and *Appendix C-3*.

PROPOSAL EVALUATION

Proposals will be evaluated in accordance with the evaluation factors listed in *Section IV* of the RFP. Interviews, if held, will occur on Friday, December 17, 2010.

MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract will be awarded to the Consultant who presents the proposal that, in the opinion of MTC SAFE, is the most advantageous to MTC SAFE, based on the evaluation criteria specified in *Section IV.B*.

CONSULTANT SELECTION TIMETABLE

Tuesday, November 23, 2010, 2:00 p.m.	Proposers' Conference at MTC SAFE Joseph P. Bort MetroCenter, 101 8th Street in Oakland, in Conference Room 171 .
Tuesday, November 30, 2010, 4:00 p.m.	Closing date/time for receipt of requests for clarification/exception
Tuesday, November 30, 2010, 4:00 p.m.	Deadline for protest of RFP provisions (see <i>Section VI.E</i>)
Tuesday, December 7, 2010, 4:00 p.m.	Due date/time for proposal submission
Friday, December 17, 2010,	Interviews (<i>if necessary</i>)
Friday, January 14, 2011	MTC SAFE Operations Committee approval
January 31, 2011 (<i>approximate</i>)	Execution of Consultant contract

GENERAL CONDITIONS

MTC SAFE will not reimburse any proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

A synopsis of MTC SAFE's contract provisions is enclosed for your reference as *Appendix D*. A copy of the complete Standard Consultant Agreement may be requested from the Project Manager. If a Proposer wishes to propose a change to any standard MTC SAFE contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarification/exception listed above. If no such change is requested, the Proposer will be deemed to accept MTC SAFE's standard contract provisions, unless such language is protested in accordance with the procedures in *Section V.E* of this RFP.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1*, within five (5) days of MTC SAFE's notice to Consultant that it is the successful proposer. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarification/exception listed above. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC SAFE determinations on requests to change insurance requirements must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

As this project is funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix C, Department of Transportation Requirements*.

AUTHORITY TO COMMIT MTC SAFE

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Consultant to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Ann Flemer

Deputy Executive Director, Policy

REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

I-880 INTEGRATED CORRIDOR MANAGEMENT
SYSTEMS ENGINEERING MANAGEMENT PLAN

November 16, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 et seq. to install, maintain and operate a motorist aid *call box* system and the Freeway Service Patrol program which deploys roving tow trucks on freeways in the nine San Francisco Bay Area counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. Since its establishment, MTC SAFE has broadened its program to include additional Motorist Aid activities such as 511 Multi-modal Traveler Information System, the Bay Area Video Upgrade Project, and several other incident and system management projects and programs.

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In 2006, I-880 was selected by the U.S. Department of Transportation (U.S. DOT) as one of eight pioneer sites in the country to participate in the federal ICM Initiative. Participation in the initial phase of this federal initiative resulted in the development of the I-880 ICM Concept of Operation[s] and System Requirements documents in March 2008. Following this effort, in 2009 the “Central Alameda County Local Alternative Transportation Improvement Program”, led by the ACCMA/ACTC, ranked ICM as a top tier investment strategy for the segment of the I-880 freeway between Davis Street and Whipple Road. More recently, Caltrans also identified ICM as a recommended investment strategy within the “Corridor System Management Plan” developed for the I-880 Corridor. Given these various agency-led efforts, the intended outcome of this project is to coordinate existing efforts and identify strategies that will result in a comprehensive corridor-wide systems engineering management plan, and other identified documents, in preparation for deployment of ICM strategies. Detailed project design and construction will follow in future phases.

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- Santa Clara Segment – I-880/Dixon Landing to I-880/I-280

A map of the Corridor and the corresponding segments is shown in Figure 1 below.

Figure 1. Map of the I-880 Corridor



II. SCOPE OF WORK, SCHEDULE, AND BUDGET

A detail Scope of Work is set out in Appendix A, which describes the specific task and deliverables under this RFP. The selected consultant (the Consultant) shall review the I-880 ICM Concept of Operation [s] and the I-880 ICM System Requirements documents submitted to the U.S. DOT in 2008, and develop a corridor-wide and segment-centric systems engineering management plan and other required a document. Based upon existing corridor reports, plans, studies, and other resources, the Consultant will conduct an analysis of current corridor conditions, assist with the identification of ICM strategies, and prepare a Systems Engineering Management Plan (SEMP), including a revised corridor Concept of Operations (ConOps), and other required reports and documents.

The selection of the Consultant to perform work under this RFP will depend on the proposed team's qualifications, the proposed work plan, the team's communication skills, and its proposed cost for completing the required work. See *Section IV* for more details.

The contract resulting from this RFP is expected to commence on or after January 14, 2011 and continue through June 30, 2010. At MTC SAFE's sole discretion this contract may be intended for two additional one-year terms. The maximum budget for the initial term of the resulting contract is seven hundred thousand dollars (\$700,000), which includes a one hundred thousand dollar (\$100,000) Task Order budget.

III. FORM OF PROPOSAL

Proposers must submit one (1) unbound original, six (6) double-sided hard copies, and one (1) PDF soft copy of their proposal to the Project Manager no later than **4:00 p.m., Tuesday, December 7, 2010**. Proposals received after that date and time will not be considered.

The clarity and completeness of a proposal are most important. A proposal is deemed complete when the following items are included:

A. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the proposer's firm, and the name, e-mail and telephone number of the firm's project team leader, if different from the signatory. It should further include a statement indicating that the proposal is a firm offer to contract with MTC SAFE to perform the work according to the terms of the RFP for ninety (90) days from the due date of proposal submission.

B. Title Page

A title page showing the actual proposal submission date, the RFP subject, the name of the proposer's firm, its local address and phone number, and full contact information for the project team leader.

C. Table of Contents

A table of contents with page numbers.

D. Overview and Summary of Approach

A clear statement conveying the proposer's understanding of the nature of the work and approach to managing resources including how subcontractors will be supervised; a risk management plan including the identification of potential costs, schedule and performance risks; and a decision support protocol to manage the finalization of tasks.

E. Detailed Work Plan, Staffing Plan and Schedule

This section should reference the tasks spelled out in *Appendix A* and include:

- A detailed definition of the approach to completing each task in sufficient detail to demonstrate a clear understanding of the resources required to complete the task.
- A detailed staffing plan by task. This should be accompanied by a document showing: (i) an organizational chart of all the personnel on the project team, including subcontractors, and (ii) a list of these personnel's roles and responsibilities, assigned tasks, estimated work hours by task, and billing rates.
- A detailed schedule with start and end dates, showing the expected and logical sequence of tasks, subtasks, and important milestones.

F. Qualifications and References

This section includes:

- A detailed statement of the firm's qualifications and previous experience (limited to two (2) pages) in developing transportation strategies and in implementing Intelligent Transportation Systems (ITS) projects. This statement should address how the proposer is prepared to perform the work described in *Appendix A, Scope of Work*. One page resumes of all the personnel on the project team, including those of the subcontractors, should be attached.
- A brief description of two past projects (limited to two (2) pages each) similar to the services requested, indicating the project title, nature of the project, sponsoring agency, timing, budget, and the outcomes or status of the project. The names and the roles and responsibilities of these past projects' team leaders and members who are now recommended for work on this RFP should also be identified.

For reference purposes, the full, current contact information of the sponsoring agencies' project managers of these past projects should be included. (Two different references must be given. If the two past projects were performed for the same sponsoring agency, then one other work reference from another agency or client must be provided.) Such references may be checked at the discretion of MTC SAFE.

- Two short writing samples relevant for this project (less than 20 pages each), one technical and one non-technical, clearly identifying the author(s) who are part of the proposed project team. One sample should include an executive summary.
- Two presentation samples, including graphical illustrations of results from transportation analyses, submitted as printouts of Powerpoint slides, clearly identifying the author(s) who are part of the proposed project team.

G. Cost Proposal

Provide a full description and breakdown of the expected expenditures of funds for the work to be completed for this project, as set forth in *Appendix A, Scope of Work*. Two items need to be submitted: a task budget and a line item budget.

- The task budget should reference the work and staffing plans and summarize all personnel and resource expenses, broken down by task.
- The line item budget presents a breakdown of expenses by cost categories, such as direct labor, overhead, direct material, and travel. This should be prepared using the Cost and Price Analysis Form displayed in *Appendix B*. The Form is downloadable as an Excel file from the MTC Contracts and Procurements webpage (<http://mtc.ca.gov/jobs/contracts/>), directly under the link for this RFP.

Note that the key personnel billing rates presented here (and referenced in the staffing plan) are the rates to be used to determine costs for any executed Task Order work paid on a time and material basis, as set forth in *Appendix A, Scope of Work*. Also note that a line item budget for subcontracts exceeding \$25,000 should be separately presented in Exhibit A at the end of the Form.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix E*).

I. Insurance Requirements

Submit a signed Insurance Requirements document (*Appendix D-1*).

J. Federally-Required Certifications

Submit federally-required certifications related to lobbying, debarment, and subcontractor information (*Appendices C-1, C-2, C-3, C-4, and C-5*).

IV. PROPOSAL EVALUATION AND SELECTION PROCESS

A. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Section III*. Proposers failing to **satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP** will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Form of Statement of Qualifications

may be considered responsive, if evaluation in every criterion is possible. MTC reserves the right to request additional information from responsive proposers prior to evaluation.

MTC SAFE reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information or revisions to offers, and negotiate with any or all proposers.

B. Evaluation Factors

Responsive proposals will be evaluated by a panel of staff representatives from MTC SAFE and partner agencies. The evaluation criteria (and their relative importance displayed as % weights) are listed in Table 1 below.

Table 1. Evaluation Criteria

Qualifications and References (40%)	<ul style="list-style-type: none">• Firm and individual expertise and experience in the following: project management, transportation planning, traffic engineering, traffic operations and analysis, ITS architecture and project implementation, and the stakeholder consensus building process.• Firm and individual familiarity with the Bay Area and its institutional relationships within the transportation communities.• Resources and qualifications of team for technical report writing, graphic presentations, stakeholder outreach and public information services.• Past performance on similar projects, including references.
Detailed Work Plan (30%)	<ul style="list-style-type: none">• Understanding of the scope of work as demonstrated by the approach to be followed for performing and managing work activities, the staffing plan and reschedule.
Written & Verbal Communication (20%)	<ul style="list-style-type: none">• Clear and concise writing skills as demonstrated in the organization and quality of the written proposal, submitted reports and presentation samples, and e-mail communication.• If interviews are conducted, verbal communications should be articulate and informative.
Cost Proposal (10%)	<ul style="list-style-type: none">• Competitiveness of total cost estimates provided in both the task budget and line item budgets. This includes accurate preparation and completion of the task budget and <i>Appendix B, Cost & Price Analysis Form</i>.

Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a “short list” of proposers with a reasonable likelihood of being awarded the contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation.

Following interviews of the short-listed firms (if held), the evaluation panel will conduct the final evaluation, based on the written proposals and oral interviews. The Project Manager will then recommend a proposer to be forwarded to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC Operations Committee for approval.

MTC SAFE reserves the right to not convene interviews and to make an award on the basis of written proposals alone. Further, MTC SAFE reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

V. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the proposer whose proposal is most advantageous to MTC SAFE based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted in response to this RFP shall constitute a binding offer from the proposer to contract with MTC SAFE according to the terms of the proposal for a period of ninety (90) days after the proposal submission due date.

D. Contract Arrangements

The selected proposer will be expected to execute a contract similar to MTC SAFE's Standard Consultant Agreement, which is summarized in *Appendix D, Synopsis of Provisions in MTC SAFE's Standard Consultant Agreement*. Particular attention should be paid to the insurance and indemnification requirements. A copy of the standard agreement may be obtained from the Project Manager. If a proposer wishes to propose a modification to any provision in the standard agreement, any such modifications must be brought to the attention of the Project Manager on or before the date and time established above for receipt of requests for clarification/exception. Failure to submit a proposed modification by this date and time shall be deemed acceptance of the terms and conditions in the Standard Consultant Agreement.

The contract payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt and acceptance of satisfactory deliverables, as determined by the Project Manager. Task Order work shall be paid on either a time and materials or a lump sum term fixed price basis, as determined by the Project Manager.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular proposer on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local laws have

been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that it did not satisfy DBE requirements, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes the award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the Project Manager to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of the Project Manager. Authorization to award a contract to a particular proposer by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, he or she may file a written appeal with the MTC Operations Committee, no later than three (3) working days (by 4:00 p.m. on the 3rd day) after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC Operations Committee has authorized award.

G. UDBE and Disadvantaged Business Enterprise (DBE) Information

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of Department of Transportation (DOT) grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of **9%** for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices C-3, C-4, and C-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE

Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix C-3*.

Appendices C-1, C-2, C-3, C-4, and C-5 are Caltrans-required forms. Proposers ***must*** complete Appendices C-1, C-2, C-3, C-4 and C-5 according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. Terms as used in this document:

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “proposer” refers to firms submitting SOQs in response to this RFQ; the term “proposal” means the SOQ.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of UDBE and DBE Information

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the

contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation – General Information

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.

- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <<http://www.dot.ca.gov/hq/bep/>>.
- Click on the link in the left menu titled Find a Certified Firm.
 - Click on Query Form link, located in the first sentence.
 - Click on Certified DBE's (UCP) located on the first line in the center of the page.
 - Click on Click To Access DBE Query Form.
 - Searches can be performed by one or more criteria.
 - Follow instructions on the screen.
 - "Start Search," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form.
 -
- C. How to Obtain a List of Certified DBEs without Internet Access
DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. Materials or supplies purchased from DBEs count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the

- specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Prompt Payment of Subcontractors

Under 49 CFR Part 26, Consultants are required promptly to pay subcontractors (DBE and non-DBE) all amounts to which the subcontractors are entitled for work that has been satisfactorily performed and for which the Consultants have received payment, in accordance with the terms of the applicable subcontracts. (See 49 CFR § 26.69.) Accordingly, Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the MTC. Any subcontract in excess of twenty-five thousand dollars (\$25,000), entered into as a result of this procurement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

I. Confidentiality

MTC SAFE and its partner agencies may receive from MTC SAFE's project contractors information and data regarded as proprietary and confidential. The selected contractor(s) and subcontractor(s) (as appropriate) will be expected to sign a nondisclosure agreement protecting such confidential information and agreeing to not disclose it to third-parties who have not also signed nondisclosure agreements.

J. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of MTC SAFE. Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

APPENDIX A, SCOPE OF WORK

All work performed under this Scope of Work shall be guided by the I-880 ICM Stakeholder working groups, Technical Advisory Committee (TAC) and Policy Advisory Committees (PAC) to be formed through this project. The TAC and PAC committees will be comprised of staff from the Alameda CTC, Santa Clara VTA, Caltrans, MTC SAFE, and local jurisdictions located along the I-880 Corridor.

The flow of the tasks is based on the Vee development process presented in Version 3.0 of the *Systems Engineering Guidebook for Intelligent Transportation Systems*, sponsored by Caltrans and the Federal Highway Administration – California Division. All work performed for this RFP shall build upon existing data, reports and studies for the I-880 Corridor, including, but not limited to, those listed in *Appendix A-1, Past Corridor Study Efforts*. Existing data may include traffic or incident data from PeMS (Performance Measurement System) and information found on agency websites. No new computer simulations are required.

TASK 1. PROJECT ADMINISTRATION AND MANAGEMENT

The Consultant shall work closely with the I-880 ICM TAC and the corridor stakeholders to carry out the following administrative tasks:

- Scheduling of and attending meetings
- Preparation of meeting minutes
- Preparation of and presenting meeting materials
- Management of revisions of deliverables

Specifically, each month, the Consultant shall schedule, attend and present deliverables at up to three I-880 ICM Stakeholder, Technical Advisory and Policy Committee, Board and/or Commissioner meetings. The Consultant shall anticipate the need to participate in pre-meetings with the MTC SAFE Project Manager and other key staff to review materials in preparation for stakeholder and/or committee meetings. The Consultant shall further efficiently manage all report and document preparation processes, including requesting for and incorporating all feedback from stakeholders into final deliverables. The materials that shall be developed at the start of the project include:

(a) DETAILED SCOPE OF WORK AND SCHEDULE

The Scope of Work presented in this appendix shall be refined and further broken down. The detailed scope should provide a clear, step-by-step guide for completing this project. A timeline shall be provided for each task, providing an estimated completion date for each deliverable.

Throughout this project, the Consultant is expected to assist with all coordination and facilitation work necessary for stakeholder engagement and outreach activities. A plan should be provided, describing how the Consultant shall engage and communicate with the stakeholders for different levels of activities (e.g., project status updates, request for feedback, etc.).

Deliverables: (1a) Detailed Scope of Work, including a Stakeholder Engagement and Outreach Plan, and Schedule

TASK 2. CORRIDOR OPPORTUNITIES ANALYSIS

The Consultant shall conduct a high level assessment of current conditions on different major roadway facilities/routes and transit lines (bus, rail, and ferry) in the Corridor. Existing data, studies and report may be used as basis for this work. Delays should be estimated at key screenlines in the Corridor. This estimation should be done for weekday and weekend peak periods and for different incident scenarios. Finally, opportunities for improving safety and mobility, as well as traffic and incident management should be reported.

Work done for this task is intended to build upon existing data and studies for the I-880 Corridor as identified in *Appendix A-1*. No new computer simulations are required. Before starting any data collection effort, the Consultant is expected to work closely with the MTC SAFE Project Manager and the TAC representatives to determine the minimum data requirements. Also, any analysis methodology chosen for completing this task is subject to the approval of the MTC SAFE Project Manager.

(a) CORRIDOR PROFILE GRAPHIC

The Consultant shall create a side-by-side illustration of the major transportation elements in the I-880 Corridor between I-80/I-580 and I-280, including the freeway with on- and off- ramps, parallel alternate/arterial streets with major intersections, and transit lines.

The illustration should indicate the number of lanes on the freeway and arterials in each direction of travel. Optionally, the illustration may include configurations of freeway interchanges and other information relevant for strategic decision making. All programmed and planned projects along the Corridor, including those for local streets and transit, should also be cataloged and displayed. A 2003 version of such a Corridor Profile is downloadable from the MTC Contracts and Procurements webpage at <http://www.mtc.ca.gov/jobs/contracts/>.

(b) CAPACITY ESTIMATIONS

The Consultant shall establish major screenlines, and estimate the maximum throughput that the different roadway facilities, estuary bridges, and transit lines can sustain across each screenline. The estimation should be based on: (i) current infrastructure, assuming that current and planned construction and future transit projects are complete, (ii) current operators' conditions (e.g., transit vehicle capacity, fleet size, number of operators, etc.), and (iii) logical assumptions on vehicle occupancy/vehicle mix. For roadway facilities, the Consultant shall further list the corresponding speed limits and approximate queue storage capacity (in # of vehicles per lane) within each section.

To gather estimates for roadway facilities, the Consultant shall use existing data (such as information from PeMS and other readily available data sources), examine satellite map images, and if necessary, shall conduct traffic counts along major arterials (manually or using video data where available) with the approval of the MTC SAFE Project Manager. For transit estimates, the Consultant is expected to gather information from transit agencies.

(c) DEMAND ESTIMATIONS

The Consultant shall estimate current travel demand in the Corridor. This should be done at key screenlines in the Corridor, as well as at key transit stations. Additionally, this should be done for each direction of travel and for various times of interest: weekday and weekend peaks and different incident response scenarios, the details of which will be developed in conjunction with the TAC. The resulting demand estimates should be cumulatively plotted over time for the key facility locations and transit stations, and aggregated for the whole Corridor for each direction of travel at key locations.

(d) DELAY ESTIMATIONS

Using results from 2(b) and 2(c), the Consultant shall present delay estimations for both recurring and non-recurring delays, at key locations and major transit stations for each directions of travel. The methodology used for computing delays should be clearly described and justified. In this computation, the current level of demands as estimated in 2(c) should be used. Finally, the sensitivity of these results due to demand fluctuations should be test, using demand estimates from county or regional travel forecasts in addition to other demand estimates.

This estimation should be done separately for weekday and weekend peak periods and for different incident response scenarios (recurring and non-recurring delays).

(e) SUMMARY OF CORRIDOR OPPORTUNITIES AND RELEVANT STRATEGIES

The Consultant shall report on under-utilized facilities/transit stations and determine if an opportunity exists to enhance travel. The latter should be based on readily available information, i.e., data gathered from 2(b) to 2(c) which may reveal ICM needs, objectives, and constraints.

Using a list of ICM strategies previously identified, the Consultant shall add to these strategies in creating a master list that can capitalize on identified opportunities. The Consultant shall provide a concise description including the intended outcomes/objectives for each strategy. The Consultant shall ensure that identified ICM strategies could be integrated with existing systems in the Corridor.

Deliverables: (2a) Corridor Profile Graphic
(2b) List of Facilities/Transit Lines with Estimated Capacities
(2c) Demand Estimations Report
(2d) Summary Corridor Opportunities and Master List of I-880 ICM Strategies

TASK 3. ICM STRATEGY IMPLEMENTATION FEASIBILITY

The goal of this task is to categorize ICM strategies or group of interdependent strategies identified by corridor stakeholders into a master list. As an outcome of this task, Consultant shall categorize each strategy (or suite of strategies) as “high”, “medium”, or “low” in terms of its overall implementation feasibility. Such categorization will help the TAC and stakeholders decide on an implementation plan for the Corridor.

(a) CASE STUDIES

The Consultant shall cite any important lessons learned from past implementation(s) of any strategy(ies) on the master list. Specifically, any unique institutional arrangements should be reported.

(b) TECHNICAL FEASIBILITY STUDY (HIGH LEVEL)

The Consultant shall clearly describe how each strategy on the master list would work from a technical perspective. Detailed functional requirements are not expected to be developed at this point. Rather, a high level, conceptual description of the system(s) is requested. Technical deployment feasibility should be assessed based on the following:

- Functionalities
- Software/hardware to be used, integrated, and purchased
- Expected ease of setup/integration
- Dependencies on other strategies
- Cost estimates

(c) OPERATIONAL FEASIBILITY STUDY (HIGH LEVEL)

The Consultant shall clearly describe the operational resources and maintenance required for each of the strategies listed on the master list. The description should provide stakeholders with a clear idea of what needs to be done under different scenarios: normal conditions, weekday and weekend peak hours, major/minor incidents and other emergency and special events. A decision support system that spells out the information exchange requirements among the stakeholders based on the above scenarios should also be described. Operational deployment feasibility should be assessed based on the following:

- Operational roles and responsibilities of each involved stakeholder
- Operational needs, differentiating between automated vs. manual tasks
- Maintenance needs
- Staffing needs
- Decision support system/information exchange requirements, identifying any proven, commercial off-the-shelf software that will allow for successful operations/maintenance
- Other operations/maintenance aspects

(d) INSTITUTIONAL FEASIBILITY STUDY (HIGH LEVEL)

The Consultant shall assess the acceptance level of each strategy. Institutional deployment feasibility should be based on the following:

- Alignment with stakeholders' objectives
- Agency constraints, including funding and equipment/right-of-way ownership/operational control
- Institutional arrangements needed for deployment
- Other institutional aspects as identified by stakeholders

(e) STRATEGY SELECTION METRICS

The Consultant shall work with representatives from the TAC to develop criteria for strategy selection. For example, strategy selection should evaluate impacts to the following: adjacent communities; level of service on roadways and major intersections; and environmental and aesthetic factors. The time to complete the implementation of each strategy should also be considered. When used in the selection process, the criteria should help assess benefit-cost from all stakeholders' perspectives. Any expected risks or unintended consequences should already be reported.

(f) SUMMARY ASSESSMENTS AND RECOMMENDATIONS

The Consultant shall use the above information to recommend single strategies or a suite of strategies for deployment along the Corridor. The recommendations may be done in a categorized manner, i.e., by listing the implementation feasibility of each strategy as "high", "medium" or "low".

Deliverables: (3a) Past Implementation Case Studies/Lessons Learned (if any)
(3b) Technical Feasibility Study Report
(3c) Operational Feasibility Study Report
(3d) Institutional Feasibility Study Report
(3e) Strategy Selection Metrics
(3f) Summary Assessments and Recommendations

TASK 4. CONCEPT OF OPERATIONS

Based on work preformed in the previous tasks, the Consultant shall update the existing I-880 ICM Concept of Operation[s] (ConOps) from March 2008, to include the strategies identified from this effort. The ConOps should be revised to address the needs of each segment of the Corridor. The purpose of the ConOps is to spell out the vision of the ICM system once it is complete, including the relevant stakeholders' roles and responsibilities.

Deliverables: (5a) Draft Modified ConOps
(5b) Final Modified ConOps

TASK 5. SYSTEMS ENGINEERING MANAGEMENT PLANS

The Consultant shall prepare the remaining elements of a Systems Engineering Management Plan (SEMP). The corridor-wide SEMP shall include smaller segment-centric SEMPs or annexes. The final product shall include some or all of the following elements: a revised ConOps, System/Subsystem Level Requirements, Implementation Plan, Procurement Plan; Operations & Maintenance Plan, Validation & Verification Plan and Testing and Acceptance Plan.

Deliverables: (6a) SEMP – Northern Alameda Segment
(6b) SEMP – Central Alameda Segment
(6c) SEMP – Southern Alameda Segment
(6d) SEMP – Santa Clara Segment

TASK 6. PERFORMANCE EVALUATION PLAN

A performance evaluation methodology shall be developed for evaluating the effectiveness (e.g., traffic impact) of identified ICM strategies. Any necessary baseline and benefit-cost measurements, as well as any expected risks/unintended consequences should be reported.

Deliverables: (7a) Performance Evaluation Plan – Northern Alameda Segment
(7b) Performance Evaluation Plan – Central Alameda Segment
(7c) Performance Evaluation Plan – Southern Alameda Segment
(7d) Performance Evaluation Plan – Santa Clara Segment

TASK 7. TASK ORDER(S)

Should a Project Study Report (PSR) for a specific strategy be required, in addition to the SEMP, a Task Order shall be issued to develop this document. The purpose of the PSR is to clearly define the scope, schedule and estimated cost of the implementation. The minimum elements to be included in a Caltrans PSR are listed in *Appendix A-2*. Additional task order support may be identified by the TAC at any time during this project.

All work in this task will be assigned pursuant to signed Task Orders. The Task Order payment terms will be lump sum (firm fixed price) with payment made on the basis of receipt and acceptance of satisfactory deliverables or on a time and material basis, at the discretion of the Project Manager. The process for issuing a Task Order is described in *Appendix A-3*, and a sample Task Order form is attached in *Appendix A-4*.

APPENDIX A-1, PAST CORRIDOR STUDY EFFORTS

Corridor System Management Plan (CSMP) for I-880, Caltrans (June 2010)

Central Alameda County Local Alternative Transportation Improvement Program

(Central LATIP) – Final Project Initiation Document, ACCMA (October 2009)

State Route 84 Historic Parkway Local Alternative Transportation Improvement

Program (SR-84 LATIP) – Final Project Initiation Document, ACTA (October 2009)

I-880 Integrated Corridor Management Final Concept of Operation[s] (ICM ConOps),

Caltrans, MTC, ACCMA, AC Transit, & BART (March 2008)

I-880 Integrated Corridor Management (ICM) Final System Requirements, Caltrans,

MTC, ACCMA, AC Transit, & BART (March 2008)

Santa Clara VTA Valley Transportation Plan 2035

East Bay Smart Corridors System Engineering Report, Alameda County Congestion

Management Agency (July 2001) and Updated Excerpt (August 2006)

Webster Street Smart Corridor System Engineering Management Plan, Alameda County

Congestion Management Agency and the City of Alameda (2010)

APPENDIX A-2, PROJECT STUDY REPORT ELEMENTS

Should a Project Study Report (PSR) for a specific strategy be required, in addition to the SEMP, a Task Order shall be issued to develop this document. The following are minimum elements to be included in a PSR, as described in Caltrans' *Guidelines for the Preparation of Project Study Reports*.

- Need and purpose for the project
- Background and project history
- Discussion and analysis of the alternatives (including project costs) that satisfy project need and purpose. The discussion of alternatives shall include a Minimum Project Alternative. Project costs shall be summarized in the project components as follows:

1. Completion of all permits and environmental studies
2. Preparation of plans, specifications, and estimates
3. Acquisition of right-of-way
4. Construction and construction management and engineering

For projects on the State highway system, project component No. 3 and No. 4 shall be further distinguished as follows:

- 3a. Right-of-way capital
- 3b. Acquisition of right-of-way (support/soft costs)
- 4a. Construction capital
- 4b. Construction management and engineering, including surveys and inspection

- System planning, incl. coordination/consistency with state, regional, and local planning
- Inventory of environmental resources, identification of potential environmental issues and anticipated environmental processing type. Potential mitigation requirements and associated costs should also be identified.
- Description of potential hazardous materials/waste problems and potential mitigation or avoidance. Associated costs should also be identified.
- Identification of the potential or proposed sources of funding, project funding eligibility (e.g., "Federal aid eligible"), discussion of proposed implementation, and the tentative delivery schedule of the significant milestones. Significant milestones include:

Start Environmental Studies
 Draft Environmental Document
 Final Environmental Document
 Begin Design Engineering
 Completion of Plans, Specifications, and Estimates
 Start Right-of-Way Acquisition
 Right-of-Way Certification
 Ready to Advertise
 Start Construction (Contract Award)
 Project Completion

- Identification of the potential programming and funding of the project
- Appropriate supporting attachments (e.g., maps, advance planning studies, cost estimates)
- Project Nomination Fact Sheet as described in the STIP Guidelines

APPENDIX A-3, TASK ORDER PROCESS

Task Orders will be numbered by Fiscal Year (FY) and sequentially. For example, the first Task Order signed by the parties will be Task Order #2011/1. The second Task Order will therefore be Task Order #2011/2. Amendments to the second Task Order will be numbered #2011/2-1, 2011/2-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking Task Orders is summarized as follows:

- Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order to issue to the Consultant. The PM may solicit feedback from the Consultant to facilitate drafting the Task Order.
- Step 2* – The Consultant prepares a proposal in response to the draft Task Order. The proposal should follow the Task Order Form format specified in *Appendix A-4*].
- Step 3* – The PM reviews Consultant's proposal to determine if it meets the objectives of the draft Task Order and if Consultant's proposed costs are reasonable. The PM may solicit early feedback from the MTC Highway and Arterial Operations Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.
- Step 4* – The PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.
- Step 5* – Once approved, the PM forwards two copies of the Task Order to the MTC Director of Highway and Arterial Operations for review and approval.
- Step 6* – The MTC Director of Highway and Arterial Operations signs both copies of a Final Task Order to signify approval and returns them to the PM.
- Step 7 – The PM sends both copies of the signed Final Task Order to Consultant, who signs both copies and returns one to the PM.
- Step 8 – The PM sends one copy of the fully executed Task Order to the MTC Task Lead, if different from the PM, who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The PM keeps the original fully-executed Task Order for the official record.
- Step 9 – The PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.
- Step 10 – Once the PM determines the Task Order is complete, the PM will send written notification to the Consultant that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future Task Orders at the PM's discretion.
- Step 11 – The MTC PM will annually assess the need for a contract audit.

** The MTC Project Manager may revise the Task Order and/or the Consultant may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX A-4, SAMPLE TASK ORDER FORM

1. Task Order No.:	Example: 2011/1; 2011/2
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of Work:	<i>Summarize key task expectations. For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work</u> (attached).</i>
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date (Schedule to be attached.)
8. Payment Terms*:	<input type="checkbox"/> Deliverables <input type="checkbox"/> Time and Materials
9. DBE Participation, if any (firm name and \$ amount):	
10. DBE Participation-to-date this fiscal year (\$ amount and % of agreed maximum payment):	

*** Payment Terms****A. Deliverables-based.**

	<u>Deliverable</u>	(a) <i>Total Cost*</i>
1.		\$1
2.		\$1
	Total:	\$2.00

*Due upon satisfactory completion as determined by the MTC SAFE Project Manager.

B. Time and Materials

	Name/Position	Est. Hrs	Hrly Rate	Total Cost
1.				
2.				
“				

Date:
Signature:

Date:
Signature:

Date:
Signature:

Date:
Signature:

Albert Yee,
HAO Section Director
MTC SAFE

Radiah T. Victor,
Project Manager
MTC SAFE

(Approved as to Form)
Denise Rodrigues,
Contract Manager
MTC SAFE

Name of Signatory,
Title
Contractor Company

Sample Task Order Form (Cont.)Task Order Budget and Schedule

Deliverable/Milestone	Amount Due at Acceptance	Due Date

Detailed Description of Work

Initial and Date:

Albert Yee

Initial and Date:

Radiah T. Victor

Initial and Date:

Denise Rodrigues

Initial and Date:

Contractor Signatory

APPENDIX B, COST AND PRICE ANALYSIS FORM

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center		Burden Rate	X BASE	BURDEN (\$)
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				

15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)		
D. (If no Government rates have been established, furnish the following information)				
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL		BASE FOR TOTAL
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
TOTAL				
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)				
TOTAL				
CERTIFICATE				
<p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he ___has, ___has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ___has, ___has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p>				
NO. OF CONTRACTOR EMPLOYEES:		STATE INCORPORATED IN:		
<input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500 <input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000				
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR			

APPENDIX C, DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC SAFE may cancel, terminate or suspend any contract resulting from this RFP in whole or in part. Consultant may also be declared ineligible for further contracts with MTC SAFE.
2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
 - A. Policy. It is the policy of MTC SAFE to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC SAFE's procurement and professional services activities. In connection with the performance of any contract resulting from this RFP, Consultant will cooperate with MTC SAFE in meeting these commitments and objectives.
 - B. Obligation of Consultant. Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - C. Prompt Payment of Subcontractors. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Consultant shall pay all subcontractors for work for which Consultant has been paid by MTC SAFE and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$100,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$100,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration

(FHWA), the Comptroller General of the United States, and the State to inspect and audit all data and records of the Consultant relating to its performance under any contract resulting from this RFP from the date of this contract until three (3) years after the close out of the federal grant from which this contract is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontracts. Consultant must include all provisions of any contract with MTC SAFE resulting from this RFP, modified only to show the particular contractual relationship, in all its contracts over \$25,000 connected with carrying out work under a contract resulting from this RFP, except contracts for standard commercial supplies of raw materials.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC SAFE as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC SAFE.
8. Identification of Documents. All reports and other documents completed as part of any contract resulting from this RFP shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves certain rights, including patent rights and the right to use copyrighted materials, in all data and materials produced with federal funds.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

APPENDIX C-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC SAFE may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC SAFE if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC SAFE for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC SAFE.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC SAFE may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**Instructions: Local Agency Proposer UDBE Commitment
(Consultant Contracts) (revised 03/09)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subcontractor certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

[illegible]

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.

(2) Original – Local agency files

**Instructions: Local Agency Proposer DBE Information
(Consultant Contracts) (revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subcontractors' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX C-5, UDBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

MTC SAFE established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of **9%** for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Proposer UDBE Commitment” form indicates that the proposer has met the UDBE goal. This will protect the proposer’s eligibility for award of the contract if the administering agency determines that the proposer failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at proposal opening, or the proposer made a mathematical error.

Submittal of only the “Local Agency Proposer UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the proposer (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting proposals for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the proposer made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate UDBE participation. It is the proposer's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the proposer's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the proposer's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	

APPENDIX D, SYNOPSIS OF PROVISIONS IN MTC SAFE'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC SAFE's Standard Consultant Agreement (Agreement), a copy of which may be obtained from the Project Manager for this RFP. In order to provide proposers with an understanding of some of MTC SAFE's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC SAFE may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC SAFE will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE for re-soliciting proposals.

Insurance Requirement: *See Appendix D-1, Insurance Requirements*, attached hereto

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC SAFE, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC SAFE Data") made available to the Consultant by MTC SAFE for use by the Consultant in the performance of its services under any contract resulting from this RFP shall remain the property of MTC SAFE and shall be returned to MTC SAFE at the completion or termination of this contract. No license to such MTC SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC SAFE Data. Any updates, revisions, additions or enhancements to such MTC SAFE Data made by the Consultant in the context of the Project shall be the property of MTC SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“Work Product”) written or produced by the Consultant under any contract resulting from this RFP and provided to MTC SAFE as a deliverable shall be the property of MTC SAFE. Consultant will be required to assign all rights in copyright to such Work Product to MTC SAFE.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC SAFE. MTC SAFE is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under any contract resulting from this RFP. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this contract.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in any contract resulting from this RFP or its proceeds and Consultant may not have any interest which conflicts with its performance under this contract.

Governing Law. Any contract resulting from this RFP shall be governed by the laws of the State of California.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under any contract resulting from this RFP, placed with insurers with a Best's rating of A- or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.
_____	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
_____	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnities' defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC SAFE, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
_____	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
_____	<u>Umbrella Insurance</u> in the amount of \$3,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
_____	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide

	coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of any contract resulting from this RFP, materials or property to be purchased and/or installed on behalf of MTC SAFE (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
	<p>Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC SAFE.</p> <p>Notice of Termination: All CONSULTANT policies shall provide that the insurance carrier shall give written notice to MTC SAFE at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall contain the following provisions:</p> <ul style="list-style-type: none"> • Inclusion of MTC SAFE, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement. • Endorsement providing that such insurance is primary insurance and no insurance of MTC SAFE will be called on to contribute to a loss. <p>Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONSULTANT shall deliver to MTC SAFE Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by MTC SAFE, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.</p> <p>Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to <i>Appendix D</i>, Indemnification.</p> <p>Subcontractor's Insurance: CONSULTANT shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC SAFE Project Manager.</p>

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC SAFE’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)